

REQUEST FOR PROPOSAL (RFP)

Bid Event Number: EVT0003788

Replaces Contract: New

Date Posted: October 21, 2015

Closing Date: December 1, 2015, 2:00 PM

Procurement Officer: Neal Farron

Telephone: 785/296-3122

E-Mail Address: neal.farron@da.ks.gov

Web Address: <http://admin.ks.gov/offices/procurement-and-contracts/>

Agency: Kansas Historical Society

Item: The Kansas Historical Society has need for a Portal for the Public to obtain Land Survey Records

Period of Contract: Date of Award through five years (With the option to renew for three additional two year periods)

Bid Guarantee: No monetary bid guarantee required.

This Bid Event was recently posted to the Procurement and Contracts Internet website.
The document can be downloaded by going to the following website:

<http://admin.ks.gov/offices/procurement-and-contracts/>

It shall be the bidder's responsibility to monitor this website on a regular basis for any changes/amendments.

SIGNATURE SHEET

Item: The Kansas Historical Society has need for a Portal for the Public to obtain Land Survey Records
Agency: Kansas Historical Society
Closing Date: December 1, 2015, 2:00 PM

By submission of a bid and the signatures affixed thereto, the bidder certifies all products and services proposed in the bid meet or exceed all requirements of this specification as set forth in the request and that all exceptions are clearly identified.

Legal Name of Person, Firm or Corporation _____

Mailing Address _____ City & State _____ Zip _____

Toll Free Telephone _____ Local _____

Cell Phone _____ Fax Number _____

Tax Number _____

CAUTION: If your tax number is the same as your Social Security Number (SSN), you must leave this line blank. DO NOT enter your SSN on this signature sheet. If your SSN is required to process a contract award, including any tax clearance requirements, you will be contacted by an authorized representative of the Office of Procurement and Contracts at a later date.

E-Mail _____

Signature _____ Date _____

Typed Name _____ Title _____

In the event the **contact for the bidding process** is different from above, indicate contact information below.

Bidding Process Contact Name _____

Mailing Address _____ City & State _____ Zip _____

Toll Free Telephone _____ Local _____

Cell Phone _____ Fax Number _____

E-Mail _____

If **awarded a contract and purchase orders** are to be directed to an address other than above, indicate mailing address and telephone number below.

Award Contact Name _____

Mailing Address _____ City & State _____ Zip _____

Toll Free Telephone _____ Local _____

Cell Phone _____ Fax Number _____

E-Mail _____

1. **Bidding Instructions**

1.1. **Bid Event ID / Reference Number**

The Bid Event ID / RFP number, indicated in the header of this page, as well as on the first page of this proposal, has been assigned to this RFP and MUST be shown on all correspondence or other documents associated with this RFP and MUST be referred to in all verbal communications. All inquiries, written or verbal, shall be directed only to the procurement officer reflected on Page 1 of this proposal. There shall be no communication with any other State employee regarding this RFP except with designated state participants in attendance ONLY DURING:

- Negotiations
- Contract Signing
- as otherwise specified in this RFP.

Violations of this provision by bidder or state agency personnel may result in the rejection of the proposal.

1.2. **Questions/Addenda**

Questions requesting clarification of the bid event must be submitted in WRITING to the Procurement Officer prior to the close of business on November 6, 2015 to the following address:

Neal Farron

Telephone: 785/296-3122

Facsimile: 785-296-7240

E-Mail Address: neal.farron@da.ks.gov

Kansas Department of Administration

Procurement and Contracts

900 SW Jackson, Suite 451-South

Topeka, KS 66612-1286

Failure to notify the Procurement Officer of any conflicts or ambiguities in this bid event may result in items being resolved in the best interest of the State. Any modification to this bid event shall be made in writing by addendum and mailed to all vendors who received the original request. Only Written communications are binding.

Answers to questions will be available in the form of an addendum on the Procurement and Contracts' website, <http://admin.ks.gov/offices/procurement-and-contracts>.

It shall be the responsibility of all participating bidders to acquire any and all addenda and additional information as it is made available from the web site cited above. Vendors/Bidders not initially invited to participate in this Bid Event must notify the Procurement Officer (Event Contact) of their intent to bid at least 24 hours prior to the event's closing date/time. Bidders are required to check the website periodically for any additional information or instructions.

1.3. **Pre-Bid Conference**

No pre-bid conference is scheduled for this bid event.

1.4. **Negotiated Procurement**

This is a negotiated procurement pursuant to K.S.A. 75-37,102. Final evaluation and award will be made by the Procurement Negotiation Committee (PNC) consisting of the following entities (or their designees):

- Secretary of Department of Administration;
- Director of Purchases, Department of Administration; and
- Head of Using Agency

1.5. **Appearance Before Committee**

Any, all or no bidders may be required to appear before the PNC to explain the bidder's understanding and approach to the project and/or respond to questions from the PNC concerning the proposal; or, the PNC may

award without conducting negotiations, based on the initial proposal. The PNC reserves the right to request information from bidders as needed. If information is requested, the PNC is not required to request the information of all bidders.

Bidders selected to participate in negotiations may be given an opportunity to submit a revised technical and/or cost proposal/offer to the PNC, subject to a specified cut off time for submittal of revisions. Meetings before the PNC are not subject to the Open Meetings Act. Bidders are prohibited from electronically recording these meetings. All information received prior to the cut off time will be considered part of the bidder's revised offer.

No additional revisions shall be made after the specified cut off time unless requested by the PNC.

1.6. Notices

All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") that may be required or desired to be given by either party to the other shall be IN WRITING and addressed as follows:

Kansas Department of Administration
Procurement and Contracts
900 SW Jackson, Suite 451-South
Topeka, Kansas 66612-1286

RE: EVT0003788

or to any other persons or addresses as may be designated by notice from one party to the other.

1.7. Cost of Preparing Proposal

The cost of developing and submitting the proposal is entirely the responsibility of the bidder. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this RFP.

1.8. Preparation of Proposal

Prices are to be entered in spaces provided on the cost proposal form if provided herein. Computations and totals shall be indicated where required. In case of error in computations or totals, the unit price shall govern. The PNC has the right to rely on any prices provided by bidders. The bidder shall be responsible for any mathematical errors. The PNC reserves the right to reject proposals which contain errors.

All copies of cost proposals shall be submitted in a separate sealed envelope or container separate from the technical proposal. The outside shall be identified clearly as "Cost Proposal" or "Technical Proposal" with the Bid Event ID / RFP number and closing date.

A proposal shall not be considered for award if the price in the proposal was not arrived at independently and without collusion, consultation, communication or agreement as to any matter related to price with any other bidder, competitor or public officer/employee.

Technical proposals shall contain a concise description of bidder's capabilities to satisfy the requirements of this RFP with emphasis on completeness and clarity of content. Repetition of terms and conditions of the RFP without additional clarification shall not be considered responsive.

1.9. Signature of Proposals

Each proposal shall give the complete legal name and mailing address of the bidder and be signed by an authorized representative by original signature with his or her name and legal title typed below the signature line. If the contract's contact will be a different entity, indicate that individual's contact information for communication purposes. Each proposal shall include the bidder's tax number.

1.10. Acknowledgment of Amendments

All bidders shall acknowledge receipt of any amendments to this bid event by returning a signed hard copy with the bid. Failure to acknowledge receipt of any amendments may render the proposal to be non-responsive. Changes to this bid event shall be issued only by the Office of Procurement and Contracts in writing.

1.11. Modification of Proposals

A bidder may modify a proposal by letter or by FAX transmission at any time prior to the closing date and time for receipt of proposals.

1.12. Withdrawal of Proposals

A proposal may be withdrawn on written request from the bidder to the Procurement Officer at the Office of Procurement and Contracts prior to the closing date.

1.13. Competition

The purpose of this bid event is to seek competition. The bidder shall advise the Office of Procurement and Contracts if any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by the Office of Procurement and Contracts no later than five (5) business days prior to the bid closing date. The Director of Purchases reserves the right to waive minor deviations in the specifications which do not hinder the intent of this bid event.

1.14. Evaluation of Proposals

Award shall be made in the best interest of the State as determined by the PNC or their designees. Although no weighted value is assigned, consideration may focus toward but is not limited to:

- Cost. Bidders are not to inflate prices in the initial proposal as cost is a factor in determining who may receive an award or be invited to formal negotiations. The State reserves the right to award to the lowest responsive bid without conducting formal negotiations, if authorized by the PNC.
- Adequacy and completeness of proposal
- Bidder's understanding of the project
- Compliance with the terms and conditions of the RFP
- Experience in providing like services
- Qualified staff
- Methodology to accomplish tasks
- Response format as required by this RFP

1.15. Acceptance or Rejection

The Committee reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this RFP; and unless otherwise specified, to accept any item in a proposal.

1.16. Proposal Disclosures

At the time of closing, only the names of those who submitted proposals shall be made public information. No price information will be released. A List of Bidders may be obtained in the following manner:

1. Attending the public bid opening at the time and date noted on the Bid Event, OR
2. Requesting a List of Bidders via E-mail to tabsheets@da.ks.gov or in writing to the following address.
Include the Bid Event number EVT0003788 in all requests.

Kansas Department of Administration
Procurement and Contracts
Attn: Bid Results
900 SW Jackson, Suite 451-South
Topeka, KS 66612-1286

All other documents pertaining to the bid (tabsheet, individual bids, proposals, contract, etc.) are not available until the bid has been awarded, contract executed or all bids rejected.

Once a bid file is available, a request for a cost estimate may be submitted to the e-mail or address noted above for the costs associated with the reproduction of bid documents. Procurement and Contracts will attempt to provide all Open Records requests with electronic copies when possible.

Requests will not be fulfilled until payment has been received.

Documents will be sent via First Class Mail. If requested, they may be sent via express mail services at the expense of the requester.

Any questions regarding Open Records requests for bid results should be directed to tabsheets@da.ks.gov or 785-296-0002.

1.17. Disclosure of Proposal Content and Proprietary Information

All proposals become the property of the State of Kansas. The Open Records Act (K.S.A. 45-215 et seq) of the State of Kansas requires public information be placed in the public domain at the conclusion of the selection process, and be available for examination by all interested parties. (<http://www.admin.ks.gov/offices/chief-counsel/kansas-open-records-act/kansas-open-records-act-procurement-and-contracts>) No proposals shall be disclosed until after a contract award has been issued. The State reserves the right to destroy all proposals if the RFP is withdrawn, a contract award is withdrawn, or in accordance with Kansas law. Late Technical and/or Cost proposals will be retained unopened in the file and not receive consideration or may be returned to the bidder.

Trade secrets or proprietary information legally recognized as such and protected by law may be requested to be withheld if clearly labeled "Proprietary" on each individual page and provided as separate from the main proposal. Pricing information is not considered proprietary and the bidder's entire proposal response package will not be considered proprietary.

All information requested to be handled as "Proprietary" shall be submitted separately from the main proposal and clearly labeled, in a separate envelope or clipped apart from all other documentation. The bidder shall provide detailed written documentation justifying why this material should be considered "Proprietary". The Office of Procurement and Contracts reserves the right to accept, amend or deny such requests for maintaining information as proprietary in accordance with Kansas law.

The State of Kansas does not guarantee protection of any information which is not submitted as required.

1.18. Exceptions

By submission of a response, the bidder acknowledges and accepts all terms and conditions of the RFP unless clearly avowed and wholly documented in a separate section of the Technical Proposal to be entitled: "Exceptions".

1.19. Notice of Award

An award is made on execution of the written contract by all parties.

1.20. News Releases

Only the State is authorized to issue news releases relating to this bid event, its evaluation, award and/or performance of the resulting contract.

2. Proposal Response

2.1. Submission of Proposals

Bidder's proposal shall consist of:

- One (1) original and Four (4) copies of the Technical Proposal, including the signed Event Details document, applicable literature and other supporting documents;
- One (1) original and Four (4) copies of the cost proposal including the signed Event Details document,
- Two (2) electronic / software version(s) for each the technical and cost proposals are required. This shall be provided on CD or flash drive, in Microsoft® Word, Excel or searchable PDF®. Technical and cost responses shall be submitted on separate media.

All copies of cost proposals shall be submitted in a separate sealed envelope or container separate from the technical proposal. The outside shall be identified clearly as "Cost Proposal" or "Technical Proposal" with the Bid Event ID number and closing date.

Bidder's proposal, sealed securely in an envelope or other container, shall be received no later than 2:00 p.m., Central Time, on the closing date, addressed as follows:

Kansas Department of Administration
Procurement and Contracts
Proposal #: EVT0003788
Closing Date: December 1, 2015
900 SW Jackson Street, Suite 451-South
Topeka, KS 66612-1286

It is the bidder's responsibility to ensure bids are received by the closing date and time. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity shall not excuse late bid submissions.

Faxed, e-mailed or telephoned proposals are not acceptable unless otherwise specified.

Proposals received prior to the closing date shall be kept secured and sealed until closing. The State shall not be responsible for the premature opening of a proposal or for the rejection of a proposal that was not received prior to the closing date because it was not properly identified on the outside of the envelope or container. Late Technical and/or Cost proposals will be retained unopened in the file and not receive consideration or may be returned to the bidder.

2.2. Proposal Format

Bidders are instructed to prepare their Technical Proposal following the same sequence as this RFP.

2.3. Transmittal Letter

All bidders shall respond to the following statements:

- (a) the bidder is the prime contractor and identifying all subcontractors;
- (b) the bidder is a corporation or other legal entity;
- (c) no attempt has been made or will be made to induce any other person or firm to submit or not to submit a proposal;
- (d) the bidder does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin or disability;
- (e) no cost or pricing information has been included in the transmittal letter or the Technical Proposal;
- (f) the bidder presently has no interest, direct or indirect, which would conflict with the performance of services under this contract and shall not employ, in the performance of this contract, any person having a conflict;
- (g) the person signing the proposal is authorized to make decisions as to pricing quoted and has not participated, and will not participate, in any action contrary to the above statements;
- (h) whether there is a reasonable probability that the bidder is or will be associated with any parent, affiliate or subsidiary organization, either formally or informally, in supplying any service or furnishing any supplies or equipment to the bidder which would relate to the performance of this contract. If the statement is in the affirmative, the bidder is required to submit with the proposal, written certification and authorization from the parent, affiliate or subsidiary organization granting the State and/or the federal government the right to examine

any directly pertinent books, documents, papers and records involving such transactions related to the contract. Further, if at any time after a proposal is submitted, such an association arises, the bidder will obtain a similar certification and authorization and failure to do so will constitute grounds for termination for cause of the contract at the option of the State;

(i) bidder agrees that any lost or reduced federal matching money resulting from unacceptable performance in a contractor task or responsibility defined in the RFP, contract or modification shall be accompanied by reductions in state payments to Contractor; and

(j) the bidder has not been retained, nor has it retained a person to solicit or secure a state contract on an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.

For breach of this provision, the Committee shall have the right to reject the proposal, terminate the contract for cause and/or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

2.4. Bidder Information

The bidder must include a narrative of the bidder's corporation and each subcontractor if any. The narrative shall include the following:

(a) date established;

(b) ownership (public, partnership, subsidiary, etc.);

(c) number of personnel, full and part time, assigned to this project by function and job title;

(d) resources assigned to this project and the extent they are dedicated to other matters;

(e) organizational chart;

(f) financial statement may be required.

2.5. Qualifications

A description of the bidder's qualifications and experience providing the requested or similar service shall be submitted with the Technical Proposal. The bidder must be an established firm recognized for its capacity to perform. The bidder must have sufficient personnel to meet the deadlines specified in the bid event.

2.6. Experience

All bidders are preferred to have a minimum of three years continuous active participation in the applicable industry, providing equipment/services comparable in size and complexity to those specified herein.

Bidders may be required to furnish information supporting the capability to comply with conditions for bidding and fulfill the contract if receiving an award of contract. Such information may include, but not be limited to, a list of similar size and type projects the bidder has completed.

2.7. Timeline

A timeline for implementing services must be submitted with the bid.

2.8. Methodology

Bidders shall submit with the bid, a detailed explanation of the methodology for implementing services.

2.9. References

Provide three references who have purchased similar items or services from the bidder in the last three year(s). References shall show firm name, contact person, address, e-mail address and phone number. Bidder's employees and the buying agency shall not be shown as references.

2.10. Bidder Contracts

Bidders must include with their RFP response, a copy of any contracts, agreements, licenses, warranties, etc. that the bidder would propose to incorporate into the contract generated from this Bid Event. (State of Kansas form DA-146a remains a mandatory requirement in all contracts.)

2.11. Technical Literature

All Technical Proposals shall include specifications and technical literature sufficient to allow the State to determine that the equipment/services meet(s) all requirements. If a requirement is not addressed in the

technical literature, it must be supported by additional documentation and included with the bid. Proposals without sufficient technical documentation may be rejected.

2.12. Procurement Card (P-Card)

Many State Agencies use a State of Kansas Procurement Card (currently Visa) in lieu of a state warrant to pay for certain purchases. No additional charges will be allowed for using the P-Card. Bidders shall indicate on the Event Details document if they will accept the Procurement Card for payment.

3. Terms and Conditions

3.1. Contract

The successful bidder will be required to enter into a written contract with the State. The contractor agrees to accept the provisions of Form DA 146a (Contractual Provisions Attachment), which is incorporated into all contracts with the State and is incorporated into this bid event.

3.2. Contract Documents

This bid event, any amendments, the response and any response amendments of the Contractor, and the State of Kansas DA-146a (Contractual Provision Attachment) shall be incorporated into the written contract, which shall compose the complete understanding of the parties.

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- Form DA 146a;
- written modifications to the executed contract;
- written contract signed by the parties;
- the Bid Event documents, including any and all amendments; and
- Contractor's written offer submitted in response to the Bid Event as finalized.

3.3. Captions

The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

3.4. Definitions

A glossary of common procurement terms is available at <http://admin.ks.gov/offices/procurement-and-contracts>, under the "Procurement Forms" link.

3.5. Contract Formation

No contract shall be considered to have been entered into by the State until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the contractor.

3.6. Statutes

Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.

3.7. Governing Law

This contract shall be governed by the laws of the State of Kansas and shall be deemed executed in Topeka, Shawnee County, Kansas.

3.8. Jurisdiction

The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas District Court of Shawnee County, unless otherwise specified and agreed upon by the State of Kansas. Contractor waives personal service of process, all defenses of lack of personal jurisdiction and forum non conveniens. The Eleventh Amendment of the United States Constitution is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this Agreement shall be deemed a waiver of the Eleventh Amendment.

3.9. Mandatory Provisions

The provisions found in Contractual Provisions Attachment (DA 146a) are incorporated by reference and made a part of this contract.

3.10. Termination for Cause

The Director of Purchases may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- the Contractor fails to make delivery of goods or services as specified in this contract;
- the Contractor provides substandard quality or workmanship;
- the Contractor fails to perform any of the provisions of this contract, or
- the Contractor fails to make progress as to endanger performance of this contract in accordance with its terms.

The Director of Purchases shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as State may authorize in writing), the Director of Purchases shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

3.11. Termination for Convenience

The Director of Purchases may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Purchases shall determine that the termination is in the best interest of the State of Kansas. In the event that the Director of Purchases elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

3.12. Rights and Remedies

If this contract is terminated, the State, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the State in the manner and to the extent directed, any completed materials. The State shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to or goods were accepted by State subject to any offset by State for actual damages including loss of federal matching funds.

The rights and remedies of the State provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

3.13. Debarment of State Contractors

Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Contract may be barred for a period up to three (3) years, pursuant to KSA 75-37,103, or have their work evaluated for pre-qualification purposes pursuant to K.S.A. 75-37,104.

3.14. Antitrust

If the Contractor elects not to proceed with performance under any such contract with the State, the Contractor assigns to the State all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the State pursuant to this contract.

3.15. Hold Harmless

The Contractor shall indemnify the State against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

The State shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to state property. The Contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property.

3.16. Force Majeure

The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

3.17. Assignment

The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the State. State may reasonably withhold consent for any reason.

This contract may terminate for cause in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the State.

3.18. Third Party Beneficiaries

This contract shall not be construed as providing an enforceable right to any third party.

3.19. Waiver

Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by State shall not constitute a waiver.

3.20. Injunctions

Should Kansas be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the State, Contractor shall not be entitled to make or assert claim for damage by reason of said delay.

3.21. Staff Qualifications

The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the contract specifications may result in termination of this contract or damages.

3.22. Subcontractors

The Contractor shall be the sole source of contact for the contract. The State will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

3.23. Independent Contractor

Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation, social security, income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

3.24. Worker Misclassification

The Contractor and all lower tiered subcontractors under the Contractor shall properly classify workers as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes, and income tax withholding. Failure to do so may result in contract termination.

3.25. Immigration and Reform Control Act of 1986 (IRCA)

All contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status

of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-contractors. The usual method of verification is through the Employment Verification (I-9) Form.

With the submission of this bid, the Contractor hereby certifies without exception that such Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination for cause and any applicable damages.

Unless provided otherwise herein, all contractors are expected to be able to produce for the State any documentation or other such evidence to verify Contractor's IRCA compliance with any provision, duty, certification or like item under the contract.

Contractor will provide a copy of a signed Certification Regarding Immigration Reform and Control Form (<http://admin.ks.gov/docs/default-source/ofpm/procurement-contracts/irca.doc?sfvrsn=6>) with the technical proposal.

3.26. Proof of Insurance

Upon request, the Contractor shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to Procurement and Contracts.

3.27. Conflict of Interest

The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the State and providing services involving this contract or services similar in nature to the scope of this contract to the State. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any state employee who has participated in the making of this contract until at least two years after his/her termination of employment with the State.

3.28. Nondiscrimination and Workplace Safety

The Contractor agrees to abide by all federal, state and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws or rules or regulations may result in termination of this contract.

3.29. Confidentiality

The Contractor may have access to private or confidential data maintained by State to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 45-215 et seq.) in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor agrees to return any or all data furnished by the State promptly at the request of State in whatever form it is maintained by Contractor. On the termination or expiration of this contract, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by State, shall destroy or render it unreadable.

3.30. Environmental Protection

The Contractor shall abide by all federal, state and local laws, and rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws or rule or regulations may result in termination of this contract for cause.

3.31. Care of State Property

The Contractor shall be responsible for the proper care and custody of any state owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract. The Contractor shall reimburse the State for such property's loss or damage caused by the Contractor, except for normal wear and tear.

3.32. Prohibition of Gratuities

Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any State employee at any time.

3.33. Retention of Records

Unless the State specifies in writing a different period of time, the Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post contract period. Delivery of and access to the records shall be within five (5) business days at no cost to the state.

3.34. Off-Shore Sourcing

If, during the term of the contract, the Contractor or subcontractor plans to move work previously performed in the United States to a location outside of the United States, the Contractor shall immediately notify the Procurement and Contracts and the respective agency in writing, indicating the desired new location, the nature of the work to be moved and the percentage of work that would be relocated. The Director of Purchases, with the advice of the respective agency, must approve any changes prior to work being relocated. Failure to obtain the Director's approval may be grounds to terminate the contract for cause.

3.35. On-Site Inspection

Failure to adequately inspect the premises shall not relieve the Contractor from furnishing without additional cost to the State any materials, equipment, supplies or labor that may be required to carry out the intent of this Contract.

3.36. Indefinite Quantity Contract

This is an open-ended contract between the Contractor and the State to furnish an undetermined quantity of a good or service in a given period of time. The quantities ordered will be those actually required during the contract period, and the Contractor will deliver only such quantities as may be ordered. No guarantee of volume is made. An estimated quantity based on past history or other means may be used as a guide.

3.37. Prices

Prices shall remain firm for the entire contract period and subsequent renewals. Prices shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to the State of Kansas. Failure to provide available price reductions may result in termination of the contract for cause.

3.38. Payment

Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the Contractor and the state agency. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

Payments shall not be made for costs or items not listed in this contract.

Payment schedule shall be on a frequency mutually agreed upon by both the agency and the Contractor.

3.39. Accounts Receivable Set-Off Program

If, during the course of this contract the Contractor is found to owe a debt to the State of Kansas, a state agency, municipality, or the federal government, agency payments to the Contractor may be intercepted / setoff

by the State of Kansas. Notice of the setoff action will be provided to the Contractor. Pursuant to K.S.A. 75-6201 et seq, Contractor shall have the opportunity to challenge the validity of the debt. The Contractor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.

K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the State of Kansas owes Contractors against debts owed by the Contractors to the State of Kansas, state agencies, municipalities, or the federal government. Payments setoff in this manner constitute lawful payment for services or goods received. The Contractor benefits fully from the payment because its obligation is reduced by the amount subject to setoff.

3.40. Federal, State and Local Taxes

Unless otherwise specified, the contracted price shall include all applicable federal, state and local taxes. The Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. The State of Kansas is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the contracted price. Upon request, the State shall provide to the Contractor a certificate of tax exemption.

The State makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

3.41. Debarment of State Contractors

Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Agreement may be barred for up to a period of three (3) years, pursuant to K.S.A. 75-37,103, or have its work evaluated for pre-qualification purposes. Contractor shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or will perform work under this Agreement that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in the termination of the contract.

3.42. Materials and Workmanship

The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this Contract, within the time specified, in accordance with the provisions as specified.

The Contractor shall be responsible for all work put in under these specifications and shall make good, repair and/or replace, at the Contractor's own expense, as may be necessary, any defective work, material, etc., if in the opinion of agency and/or Procurement and Contracts said issue is due to imperfection in material, design, workmanship or Contractor fault.

3.43. Industry Standards

If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

3.44. Implied Requirements

All products and services not specifically mentioned in this contract, but which are necessary to provide the functional capabilities described by the specifications, shall be included.

3.45. Submission of the Bid

Submission of the bid will be considered presumptive evidence that the bidder is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State and/or local codes, state of labor and material markets, and has made due allowances in the proposal for all contingencies. Later claims for labor,

work, materials, equipment, and tax liability required for any difficulties encountered which could have been foreseen will not be recognized and all such difficulties shall be properly taken care of by Contractor at no additional cost to the State of Kansas.

3.46. Inspection

The State reserves the right to reject, on arrival at destination, any items which do not conform with specification of the Contract.

3.47. Acceptance

No contract provision or use of items by the State shall constitute acceptance or relieve the Contractor of liability in respect to any expressed or implied warranties.

3.48. Ownership

All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under this contract shall be owned by the using agency. The Contractor may not release any materials without the written approval of the using agency.

3.49. Information/Data

Any and all information/data required to be provided at any time during the contract term shall be made available in a format as requested and/or approved by the State.

3.50. Certification of Materials Submitted

The Bid document, together with the specifications set forth herein and all data submitted by the Contractor to support their response including brochures, manuals, and descriptions covering the operating characteristics of the item(s) proposed, shall become a part of the contract between the Contractor and the State of Kansas. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the contract.

3.51. Transition Assistance

In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to State to allow for a functional transition to another vendor.

3.52. Integration

This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This Agreement between the parties shall be independent of and have no effect on any other contracts of either party.

3.53. Modification

This contract shall be modified only by the written agreement and approval of the parties. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

3.54. Severability

If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.

3.55. Award

Award will be by line item or group total, whichever is in the best interest of the State of Kansas.

3.56. Upgrades

Bidders shall indicate the upgrade price and policy for any software, firmware, or hardware upgrades anticipated for the equipment bid. If the upgrades are provided without cost, this should be indicated.

3.57. Software Code and Intellectual Property Rights

As applicable, all original software and software code and related intellectual property developed or created by the Contractor in the performance of its obligations under this Contract or any Task Order issued under this Contract, shall become the sole property of the State of Kansas. The Contractor will surrender all original

written materials, including any reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically or magnetically recorded material, used to develop this software or software code and related intellectual property to the state entity for which it was developed.

3.58. ADA Compliance

All Web-based information and services provided on Inter/Intra/Extranet sites by Kansas State government organizations shall be designed to be accessible pursuant to federal and state law. Web standards for accessibility are in various stages of development across the international Web community. These standards continue to evolve at a pace that mirrors the rapid rate of change in the Internet itself.

Applications must meet all State of Kansas requirements for accessibility as defined in Kansas Information Technology Policy 1210 Revision 2 <https://oits.ks.gov/kito/itec/itec-policies/itec-policy-1210>. Additional information is available at this link: <http://oits.ks.gov/kpat/policy>.

It is the responsibility of vendors to monitor the State of Kansas guidelines for changes to insure compliance of all information and services with the latest version, and to stay abreast of State and federal laws that may supersede or extend them.

Contractor hereby warrants that the products or services to be provided under this Contract comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Contractor further warrants that the products or services to be provided under this Contract comply with existing federal standards established under Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1193, to the extent the Contractor's products or services may be covered by that act. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services, which is brought to its attention.

If the State notifies the Contractor that a person has made a claim against the State concerning accessibility of products furnished by the Contractor under this contract, the Contractor will work with the State in an effort to remedy the claim in a timely manner. To the extent that the claim is related to products provided by the Contractor, the Contractor further agrees that it shall be liable for the actual costs and expenses, including attorney fees to defend the State and the monetary amount of any judgments rendered against the State as a result of any such claim.

3.59. Kansas Information Technology Executive Council IT Security Requirements

Bidder shall agree to the policy requirements established by the Kansas Information Technology Executive Council. Policy Requirements can be found at:

<http://oits.ks.gov/docs/default-source/kitodocumentlibrary/ITEC-Policies/policy-7230a.pdf?sfvrsn=0><http://oits.ks.gov/kito/itec/Policies/ITECITPolicy7230ARev.pdf>

Areas of IT Security Requirements that pertain to vendors are:

1. Provide evidence of security training to all personnel with access to data according to above ITEC standards.
2. Access Control, including Identification and Authentication, Account Management, and Session Management.
3. Configuration Management, including Change Control process.
4. Secure sanitization of media when no longer needed.
5. Systems and Communication Protection, including boundary protection, malware protection.
6. System and Information Integrity, including System Audit standards.
7. 'Third Parties', including ensuring testing by third parties is conducted within pre-defined and documented parameters.
8. Incident Response, including compliance Incident Response Policy.
9. Physical and Environmental Protection.
10. Personnel Security.
11. Must agree to an annual 3rd party vulnerability assessment.
12. Must agree to a security assessment every 3 years, minimum.
13. SSL certificate required.

4. SPECIFICATIONS

To better serve the public, the Kansas Historical Society seeks to implement a web portal to obtain Land Survey Records. The intent is that this service would be self-funded.

The successful bidder will develop and operate a web site under a continuing contract, to retrieve and potentially submit digitized Kansas Land Survey Reference Reports and to retrieve General Land Office (GLO) survey notes and plats. The site would be available to the general public and the land information and surveying professions.

Background

The Kansas State Historical Society serves as archival repository for the records of the Kansas Public Land Survey System (PLSS), some dating back to the 1850s and the inception of surveying in this state. The Land Survey Reference Report, mandated by statute at K.S.A. 58-2011, contains information about the location, recovery, and physical properties of governmental section corners within the Kansas PLSS. Submission and retrieval of these reports has been a labor-intensive process for the KSHS and the public, with all existing documents submitted and stored in paper. The Society wishes to establish an electronic system to allow for the retrieval of submitted reference reports and other PLSS information, and wishes to explore the potential for the digital submission of reports.

Scope of Work

The bidder selected from this RFP will:

- digitize all existing land survey reference reports for the State of Kansas;
- develop a web portal and payment mechanism to provide online access to these reports;
- establish a process to add all newly-filed reference reports to the system; and
- operate the web portal under contract; and
- provide the Society with an archival copy of all records.

(See Base Bid Requirements)

As Additions to the Base Bid, the Bidder may propose these enhancements:

- develop a portal and payment mechanism to electronically submit new reference reports for filing (See Addition One to base bid – Online Filing).
- digitize and provide access to other land information (specifically including General Land Office field notes and plats) (See Addition Two to base bid – GLO Maps and Plats).

The Society seeks a hosted solution, but will consider a variety of business and financial models.

EXISTING SITUATION

Legal Basis

The Kansas Land Survey Reference Program is established pursuant to Kansas Statutes Annotated, chapter 58, section 2011, as amended. Regulations governing the program are promulgated by the Society in Kansas Administrative Regulations, article 118-4. The program is also subject to other Kansas laws and regulations, notably the Kansas Open Records Act (KSA 45-215 et seq.).

Quantity and Physical Description

As of 18 March 2014, the Society held 186,180 reports describing 245,122 corners. Since Fiscal Year 2000, almost all reports describe a single corner. In earlier years, reports could contain information about as many as 122 corners; the average was around four to five, with approximately two dozen reports containing more than fifty corners. In all cases, the corners in a given report are located within the same township and range.

Most reports filed since FY 2000 are a single sheet of 8 ½ by 11-inch paper. Most are printed one side only, although a small percentage contains additional information on the reverse side.

Prior to 2000, most reports were filed using a pre-printed form on 8 ½ by 22-inch or 8 ½ by 28-inch paper, folded to 8 ½ by 11 or 8 ½ by 14. Unique information may be on two, three, or four sides of this four-sided folder. During all time periods, surveyors could submit additional information on attached sheets included with the original submission. Also, correcting entries could be made at any time and are stapled to the original report.

Although the program began only in the 1980s, at the time of its inception the Bureau of Land Management submitted reports of re-survey work dating back several decades, and the earliest report on file is dated May 5, 1949. These retrospectively filed reports, numbering approximately 125, are in varying formats

The existing collections of land survey reference reports are arranged by county and suffix number (filing identifier) and are stored in 2.5 and 5-inch manuscript boxes at the Center for Historical Research in Topeka.

Samples of filed reports are included in Appendix A.

The Society does not currently have digitized images of any reference reports. The General Land Office plat maps and field notes (for Addition to Base Bid) are available in hardcopy at the Society; another set belonging to the National Archives has been digitized by the Kansas Society of Land Surveyors.

Note: descriptive information is intended to be a guide, not a guarantee, and prospective vendors are encouraged to examine the collections in person prior to submitting a proposal.

Ongoing Filings

Approximately 1150 new reports are filed each month (four-year range: 446 to 1809, mean 1142, median 1137). Of these, an average of twelve (range: 0 to 43, median 10) are restoration reports, which are not subject to a filing fee. Correction reports are also not subject to a filing fee; these are rare, but accurate statistics are not available at this time.

Geographic Coverage

The existing collection of reports describes roughly 125,000 unique locations across all 105 counties in Kansas. While the overwhelming majority are points on the standard alphanumeric grid (see Appendix B), approximately 650 are nonstandard locations (Agreement, Indian, Lot, Milepost, or Special corners).

Seven reports describe a small area in Doniphan and Atchison counties, immediately adjacent to the Missouri River, originally surveyed and platted as part of the Missouri PLSS with legal descriptions in townships 55 and 56 north, range 37 west of the 5th Principal Meridian. All other corners are surveyed, platted, and described in relation to the 6th Principal Meridian, which forms the basis of the Kansas PLSS.

Fee Structure

The existing fee structure for filing and retrieval of Kansas land records is set forth in Kansas Administrative Regulations 118-4-4, last amended in 2007.

Existing Database

The Society currently maintains a SQL database providing basic information about each report. This database is publicly accessible on the Society's website at <http://www.kshs.org/p/land-survey-records/11325>.

Details of the database structure are included in Appendix C. A copy of the data in comma-separated-value (CSV) or other agreed format will be provided to the successful Vendor upon request.

Reference Usage

The Society receives approximately nine hundred requests each year (four-year range: 830 to 964, median 895) for copies of land survey reference reports; this number has more than doubled since 2004. An individual request may encompass a single report or many hundreds of reports.

Also, the Society's online webpage for the Land Survey program received more than 19,000 visits in 2013, including 11,000 database searches and 8,163 index map requests.

BASE BID REQUIREMENTS

1. Overview, (requirements for bidders proposed solution)
 - 1.1. The Vendor will develop a website (web portal) for retrieval of land survey reference reports by land survey professionals and the general public.
 - 1.2. The web portal will have an uptime availability of 99.9%, with a maintenance window negotiable during off-hours.
 - 1.3. The web portal will comply with the State of Kansas Web Accessibility Requirements (ITEC Policy 1210, Revision 2), published at <http://www.kansas.gov/portal-policies/accessibility-policy/>
 - 1.4. Web portal must meet PCI-DDS standards and maintain compliance with state and federal security regulations regarding personal information.
 - 1.5. The portal, including all images and data presented thereon, will be accessible across a range of platforms, including but not limited to Windows, Mac, iOS, and Android-based systems.
 - 1.6. Vendor will arrange appropriate source code escrow or other appropriate transition provisions to ensure the Society will continue to have use of the system, software, images, and data in event of the Vendor's bankruptcy or other withdrawal from business.
 - 1.7. Vendor will delineate and explain any changes to existing legislation or regulations pertaining to the program necessitated by Vendor's proposal.
2. Digitization
 - 2.1. Vendor will digitize all reference reports on file at the Society and prepare indexes for efficient retrieval.
 - 2.2. Digitization Standards
 - 2.2.1. Archival copies supplied to the Society will be digitized as PDF/A-1a, bi-tonal, at 400 dpi at 8.5x14 inches. A small percentage of older records, generally those filed before 1985, may need to be scanned as 8-bit greyscale for legibility.
 - 2.2.2. Each report will be a single PDF/A file.
 - 2.2.3. Image should be cropped to beyond the page border with up to 1/8th inch background border zone around entire page. No more than three percent page/text skew will be acceptable.
 - 2.2.4. Vendor will develop procedures to ensure images do not contain hills, valleys, shadows and reflections or other anomalies that might interfere with the legibility of the text/content.
 - 2.2.5. Oversize insets or foldouts should be imaged at 400 dpi at original size and their original order within the materials maintained.
 - 2.2.6. Preparation procedures are subject to negotiation.
 - 2.3. Vendor will establish quality-control standards for digitization of reference reports, to verify proper order, completeness, and legibility of all page images, and the accuracy of associated report metadata, to 100%
 - 2.4. Vendor will provide method for digitizing newly-filed reports and adding them to the System.
 - 2.4.1. Such reports will be publicly accessible within the retrieval system within ten business days of filing.
 - 2.5. Vendor will establish a storage and backup system to prevent the loss of any digital data.
 - 2.6. Copies of all digitized reports will be provided to the Society for archival purposes, in a format and manner to be agreed upon implementation; after initial effort additional records that are digitized will be provide not less frequently than quarterly.
3. Retrieval
 - 3.1. Vendor will set up a method of secured digital billing/payment for image retrieval, on either a subscription or transaction basis.
 - 3.1.1. *Preferred: Fees will be charged on a transaction basis, with invoices and/or receipts available at the close of the transaction*
 - 3.2. *Preferred: Searches to determine the existence of reports will be without charge to surveyors.*
 - 3.3. The Society will have unlimited free access to the retrieval system.
 - 3.4. System will permit searching by each of the following (including combinations thereof):
 - 3.4.1. Suffix (report number or filing identifier)
 - 3.4.2. County
 - 3.4.3. Township and range
 - 3.4.4. Section
 - 3.4.5. Corner, including nonstandard corners
 - 3.4.6. Surveyor
 - 3.4.7. Date or date range of filing
 - 3.5. System will display a graphic map showing the quantity of reports available for each corner within a given township and range.
 - 3.5.1. *Preferred: display of this map will be without charge for surveyors.*
 - 3.6. System will display digitized images of each report.
 - 3.7. System will present options for downloading and printing digitized images.

- 3.8. *Preferred: System will provide additional geo-referencing information to assist in location of PLSS corners, including for example:*
- 3.8.1. *Aerial images (Google Earth, USGS digital orthophoto quadrangles, or similar)*
- 3.8.2. *USGS topographical maps*
4. Accounting
- 4.1. System will support efficient accounting of fees, with transaction detail and an auditable trail.
5. Reporting
- 5.1. System will produce standardized reports upon demand:
- 5.1.1. Number of reports and corners filed by:
- 5.1.1.1. county
- 5.1.1.2. surveyor
- 5.1.1.3. fiscal year
- 5.1.2. Fees generated by type and time period
- 5.1.3. Usage statistics by time period, including but not limited to
- 5.1.3.1. Number of searches
- 5.1.3.2. Number of reports accessed
- 5.1.3.3. Number of unique page views
- 5.2. *Preferred: System will produce customizable reports.*
6. Training and Support
- 6.1. Vendor provides all necessary initial and continuing training to Society staff.
- 6.1.1. *Preferred: Training is conducted on-site in Topeka, Kansas.*
- 6.2. Vendor provides easily accessible English language product support to Society and to customers.
- 6.2.1. Support is available during regular business hours (8 to 5 Central Time, Monday through Friday).
- 6.2.2. *Preferred: Support is available 24/7/365.*
- 6.3. *Preferred: Vendor provides training at regularly-scheduled meetings of the Kansas Society of Land Surveyors.*

ADDITION ONE TO BASE BID – ONLINE FILING

The website developed in the Base Bid will be expanded (or Vendor will develop a secondary website) to permit online filing of new reference reports.

1. Online Filing
- 1.1. Process
- 1.1.1. Vendor will develop method for registered and licensed surveyors to submit completed reports.
- 1.1.2. System will verify that submitters have current license issued by the Kansas State Board of Technical Professions before accepting report.
- 1.1.3. System will include option for submitters to upload images (photographs, sketches, etc.) to be included as part of report. As a minimum, System will accept images in JPG and PDF formats.
- 1.1.4. System will perform basic checks before accepting report, including as a minimum:
- 1.1.4.1. All required fields contain data.
- 1.1.4.2. Township and range are acceptable values and are located within the county specified.
- 1.1.4.3. Corner is acceptable value and consistent with section number if provided.
- 1.1.5. System will assign newly-uploaded and accepted reports a filing or suffix number.
- 1.1.6. System will convert accepted report, including any supplemental materials, into a single PDF/A-1a file.
- 1.1.7. Vendor will implement process to manually review newly-filed report to verify completeness and legibility, and if necessary arrange for correction or resubmission of the report, before the report is available for public use.
- 1.1.8. Vendor will develop method to process reports filed by mail (i.e., in paper format rather than electronically.)
- 1.1.9. System will accept corrected reports, retaining both copies under the same suffix number but clearly marking which is the correction
- 1.1.10. System will have capability of accepting and displaying annotations from designated persons identifying errors or questions about a previously-submitted report.
- 1.1.11. Newly-filed and corrected reports will be processed and available for public viewing within ten business days of submission.
- 1.2. Authentication
- 1.2.1. Vendor will develop method of submitting signed digital professional seal or other means of authenticating the report.
- 1.3. Quality Control

- 1.3.1. Vendor will establish quality-control standards for uploaded reference reports.
- 1.3.2. System will maintain database of reports filed, containing at least the same information as in the existing database (see Appendix C), and have procedures for updating and correcting metadata.
- 2. Fees and Accounting
 - 2.1. Vendor will set up method of secured digital billing/payment for report submission, with fees to be charged per transaction.
 - 2.2. Accounting
 - 2.2.1. System will support efficient accounting of fees, with transaction detail and an auditable trail.
- 3. Reports
 - 3.1. System will produce standardized reports upon demand:
 - 3.1.1. Number of reports and corners filed by:
 - 3.1.1.1. county
 - 3.1.1.2. surveyor
 - 3.1.1.3. fiscal year
 - 3.1.2. Fees generated by type and time period
 - 3.2. *Preferred: System will produce customizable reports.*
- 4. Training and support
 - 4.1. Vendor provides all necessary initial and continuing training to Society staff.
 - 4.1.1. *Preferred: Training is conducted on-site in Topeka, Kansas.*
 - 4.2. Vendor provides easily accessible English language product support to Society and to customers.
 - 4.2.1. Support is available during regular business hours (8 to 5 Central Time, Monday through Friday).
 - 4.2.2. *Preferred: Support is available 24/7/365.*
 - 4.3. Vendor will provide training at two or more regularly-scheduled meetings of the Kansas Society of Land Surveyors.

ADDITION TWO TO BASE BID – GLO MAPS AND PLATS

The website developed in the Base Bid will be expanded to permit retrieval of General Land Office field notes and plats.

- 1. Digitization
 - 1.1. Vendor will digitize (or obtain digital copies of) all GLO notes and plats for the area encompassed by the Kansas Public Land Survey System..
 - 1.2. Vendor will provide archival copies of the digitized notes and plats to the Society.
 - 1.3. Digitization standards
 - 1.3.1. The archival copies provided to the Society will be TIFF files digitized as 24bit (full-color), RGB, at a resolution of 600 dpi at original size.
 - 1.3.2. Each image will be cropped beyond the page border with up to 1/8th inch background border zone around entire page/object.
 - 1.3.3. No more than 3% page/text skew acceptable.
 - 1.3.4. All materials will be imaged to reduce hills, valleys, shadows and reflections that might interfere with the legibility of the text/content.
 - 1.3.5. Vendor will develop quality control procedures to verify proper order, completeness, and legibility of all page images, and accuracy of associated page metadata, to 100%.
 - 1.3.6. Preparation and handling procedures are subject to negotiation, with preservation of the originals of paramount concern.
- 2. Search and Retrieval
 - 2.1. System will permit searching by each of the following (including combinations thereof):
 - 2.1.1. County
 - 2.1.2. Township and range
 - 2.1.3. Section
 - 2.2. System will display digital images of all field notes and plats in the matching area.
 - 2.2.1. Images delivered will be of sufficient quality for all information to be legible on supported devices.
 - 2.2.2. Vendor will include specifications for derivative images to be delivered to end users as part of proposal.

Technical Proposal

Besides the information described in section 2 Proposal Response, the technical proposal should address (at a minimum) the following:

- Bidder Information – history, mission, contact information, locations (See 2.4 and 2.5)
- Experience – as described in section 2.6. In addition provided details regarding experience in the land survey efforts and digitalization of historical records and maps
- References – as described in section 2.9
- Project Team Roles -- name, title, role (e.g., project management, training, design), resume or listing of education and experience
- Description of the proposed solution and how it meets requirements
- System development methodology and approach
- Technical architecture of the solution
- Project Schedule or Timeline
 - Use “date of award” as start date
 - List project phases and needed tasks
 - Breakdown is to be in unit of weeks or days.
- Support and Maintenance – system ownership, software licensing if applicable, software updates and site maintenance, technical support hours and availability
- Links to reference systems, applicable sign-ins of hosted systems (if applicable), and outline of possible demonstrations if selected for review
- Additional Training to be provided and self-service options
- Customer Service – provide additional information on how assistance and service will be provided to public users of the system
- Guarantees and Warranties (if offered)

5. COST SHEET

Contractor Name: _____

Fixed Cost Items To Be Paid By Society	Proposed Price	
Base Bid, total through go-live		\$
Digitization subtotal	\$	
Portal development, subtotal	\$	
Training, subtotal	\$	
Annual fixed cost after go-live (includes all fees and licenses)		\$
Addition One, Online Filing, total through go-live		\$
Portal development, subtotal		
Training, subtotal		
Annual fixed cost after go-live		\$
Addition Two, GLO Maps and Plats, total through go-live		\$
Digitization, subtotal	\$	
Portal development, subtotal	\$	
Annual fixed cost after go-live		\$

User Fees for Service	Proposed Price		
	Fee Retained by Contractor	Fee Paid to Society	Total
Base Bid – Search for Existence of Report ¹	\$	\$	\$
Base Bid – Retrieval of Individual Report	\$	\$	\$
Other Fees (if any; list individually)			
1.	\$	\$	\$
2.	\$	\$	\$
Addition One – Filing of New Report	\$	\$	\$
Addition Two – Retrieval of GLO Map/Plat/Notes	\$	\$	\$

Instructions:

- Alternative business and financial models may be proposed, but should be explained thoroughly in Cost Proposal. Multiple cost sheet's, one for each proposed alternative may be submitted. Additional supportive narrative and cost-breakouts may be submitted to further explain proposal.
- Additions One and Two are optional and do not have to be included in proposal; additional consideration may be given to those that do.
- As the Society's funding is very limited, proposals requiring significant upfront cash outlays by the Society will not be successful.
- The Society's intention is that user fees will be used to offset Fixed Costs.

6.0 Contractual Provisions Attachment

DA-146a Rev. 06/12

6.1 Terms Herein Controlling Provisions

It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

6.2 Kansas Law and Venue

This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

6.3 Termination Due To Lack Of Funding Appropriation

If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

6.4 Disclaimer Of Liability

No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

6.5 Anti-Discrimination Clause

The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6.6 Acceptance Of Contract

This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

6.7 Arbitration, Damages, Warranties

Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

6.8 Representative's Authority To Contract

By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

6.9 Responsibility For Taxes

The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

6.10 Insurance

The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

6.11 Information

No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.

6.12 The Eleventh Amendment

"The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

6.13 Campaign Contributions / Lobbying

Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.